

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

11 JOHN PARISH, an individual, ) Case No. 2:23-cv-01200-MWF (PVCx)  
12 Plaintiff, )  
13 vs. ) **PROTECTIVE ORDER**  
14 CALIFORNIA HIGHWAY PATROL, )  
15 a Law Enforcement Agency of the )  
16 State of California (“CHP”); )  
17 COUNTY OF VENTURA; )  
18 VENTURA COUNTY SHERIFF’S )  
19 OFFICE; CHP OFFICER ADRIEN )  
AYON, identification number 20849; )  
CHP OFFICER JED JOHNSTON, )  
identification number 20641; and )  
DOES 1 through 100, inclusive, )  
Defendants. )  
20 )  
21 )  
22 )

## 1. INTRODUCTION

## **1.1 PURPOSES AND LIMITATIONS**

Discovery in this action is underway and involves production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this

1 litigation may be warranted. Accordingly, the parties hereby stipulate to and  
2 petition the Court to enter the following Stipulated Protective Order. The parties  
3 acknowledge that this Order does not confer blanket protections on all disclosures  
4 or responses to discovery and that the protection it affords from public disclosure  
5 and use extends only to the limited information or items that are entitled to  
6 confidential treatment under the applicable legal principles. The parties further  
7 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
8 Order does not entitle either party to file confidential information under seal; Civil  
9 Local Rule 79-5 sets forth the procedures that must be followed and the standards  
10 that will be applied when a party seeks permission from the court to file material  
11 under seal.

12           1.2 GOOD CAUSE STATEMENT

13           This action is likely to involve materials and information that Defendants  
14 County of Ventura (“County”) and California Highway Patrol (“CHP”) maintain  
15 as confidential for which special protection from public disclosure and from use  
16 for any purpose other than prosecution of this action is warranted. Such records  
17 include materials relating to or regarding peace officers’ personnel files and/or  
18 records; records concerning the description, design, and layout of the Ventura  
19 County Jail; photographs and/or video recordings of the Ventura County Jail;  
20 material and information relating to incidents involving Plaintiff John Parish  
21 (“Plaintiff”) or third parties containing sensitive or private information; policies,  
22 procedures, manuals, and/or training materials that are not public records; Internal  
23 Affairs materials and information; video recordings, photographs, audio  
24 recordings, and other materials and information generally unavailable to the public  
25 or which may be privileged or otherwise protected from disclosure under state or  
26 federal statutes, court rules, case decisions, or common law; and any other  
27 materials and information the parties agree believe need special attention from  
28 public disclosure and from use for any purpose other than prosecuting this

1 litigation. This action is also expected to include the use of sensitive health  
2 information of Plaintiff.

3 Accordingly, to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately  
5 protect information the parties are entitled to keep confidential, to ensure that the  
6 parties are permitted reasonable necessary uses of such material in preparation for  
7 and in the conduct of trial, to address their handling at the end of the litigation, and  
8 serve the ends of justice, a protective order for such information is justified in this  
9 matter. It is the intent of the parties that information will not be designated as  
10 confidential for tactical reasons and that nothing be so designated without a good  
11 faith belief that it has been maintained in a confidential, non-public manner, and  
12 there is good cause why it should not be part of the public record of this case.

13 2. DEFINITIONS

14 2.1 Action: *John Parish v. California Highway Patrol*, Case No. 2:23-cv-  
15 01200-MWF (PVCx).

16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
21 the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information  
25 or items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced  
2 or generated in disclosures or responses to discovery in this matter.

3       2.7   Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve  
5 as an expert witness or as a consultant in this Action.

6       2.8   House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9       2.9   Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11       2.10   Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15       2.11   Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13   Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
22 or demonstrations, and organizing, storing, or retrieving data in any form or  
23 medium) and their employees and subcontractors.

24       2.14   Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from Producing Party.

28

1       3.     SCOPE

2              The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7              Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9       4.     DURATION

10             Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of  
17 time pursuant to applicable law.

18       5.     DESIGNATING PROTECTED MATERIAL

19            5.1    Exercise of Restraint and Care in Designating Material for Protection.

20             Each Party or Non-Party that designates information or items for protection  
21 under this Order must take care to limit any such designation to specific material  
22 that qualifies under the appropriate standards. The Designating Party must  
23 designate for protection only those parts of material, documents, items, or oral or  
24 written communications that qualify so that other portions of the material,  
25 documents, items, or communications for which protection is not warranted are  
26 not swept unjustifiably within the ambit of this Order.

27             Mass, indiscriminate, or routinized designations are prohibited.  
28 Designations that are shown to be clearly unjustified or that have been made for

1 an improper purpose (e.g., to unnecessarily encumber the case development  
2 process or to impose unnecessary expenses and burdens on other parties) may  
3 expose the Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that  
5 it designated for protection do not qualify for protection, that Designating Party  
6 must promptly notify all other Parties that it is withdrawing the inapplicable  
7 designation.

8       5.2 Manner and Timing of Designations. Except as otherwise provided  
9 in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13       Designation in conformity with this Order requires:

14       (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins).

21       A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and  
24 before the designation, all of the material made available for inspection shall be  
25 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
26 documents it wants copied and produced, the Producing Party must determine  
27 which documents, or portions thereof, qualify for protection under this Order.  
28 Then, before producing the specified documents, the Producing Party must affix

1 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
2 only a portion or portions of the material on a page qualifies for protection, the  
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

5           (b) for testimony given in depositions that the Designating Party identify the  
6 Disclosure or Discovery Material on the record, before the close of the deposition  
7 all protected testimony.

8           (c) for information produced in some form other than documentary and for  
9 any other tangible items, that the Producing Party affix in a prominent place on the  
10 exterior of the container or containers in which the information is stored the legend  
11 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
12 protection, the Producing Party, to the extent practicable, shall identify the  
13 protected portion(s).

14           (d) in the case of depositions, Designating Party may designate all or any  
15 portion of the deposition testimony given regarding the Confidential Information  
16 in this litigation as Confidential Information orally during the deposition. Any  
17 questions intended to elicit testimony regarding the contents of the Confidential  
18 Information shall be conducted only in the presence of persons authorized to review  
19 the Confidential Information as provided in this Order. Any deposition transcript  
20 containing such questions and testimony shall be subject to the same protections  
21 and precautions applicable to the Confidential Information.

22        5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the Designating Party’s right to secure protection under this Order for such  
25 material. Upon timely correction of a designation, the Receiving Party must make  
26 reasonable efforts to assure that the material is treated in accordance with the  
27 provisions of this Order.

28

1       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process (and, if necessary, file a discovery motion) under Local Rule  
7 37.1, *et seq.*

8       6.3 The burden of persuasion in any such challenge proceeding shall be  
9 on the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
11 parties) may expose the Challenging Party to sanctions. Unless the Designating  
12 Party has waived or withdrawn the confidentiality designation, all parties shall  
13 continue to afford the material in question the level of protection to which it is  
14 entitled under the Producing Party's designation until the Court rules on the  
15 challenge.

16     7. ACCESS TO AND USE OF PROTECTED MATERIAL

17     7.1 Basic Principles. A Receiving Party may use Protected Material that  
18 is disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under  
21 the conditions described in this Order. When the Action has been terminated, a  
22 Receiving Party must comply with the provisions of Section 13 below (FINAL  
23 DISPOSITION).

24       Protected Material must be stored and maintained by a Receiving Party at a  
25 location and in a secure manner that ensures that access is limited to the persons  
26 authorized under this Order.

27     7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
4 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
5 to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the  
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
20 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
21 will not be permitted to keep any confidential information unless they sign the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
23 agreed by the Designating Party or ordered by the court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal Protected Material may  
25 be separately bound by the court reporter and may not be disclosed to anyone  
26 except as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,  
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1       8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2                   IN OTHER LITIGATION

3               If a Party is served with a subpoena or a court order issued in other litigation  
4               that compels disclosure of any information or items designated in this Action as  
5               “CONFIDENTIAL,” that Party must:

6               (a) promptly notify in writing the Designating Party. Such notification shall  
7               include a copy of the subpoena or court order;

8               (b) promptly notify in writing the party who caused the subpoena or order  
9               to issue in the other litigation that some or all of the material covered by the  
10               subpoena or order is subject to this Protective Order. Such notification shall  
11               include a copy of this Stipulated Protective Order; and

12               (c) cooperate with respect to all reasonable procedures sought to be pursued  
13               by the Designating Party whose Protected Material may be affected.

14               If the Designating Party timely seeks a protective order, the Party served  
15               with the subpoena or court order shall not produce any information designated in  
16               this action as “CONFIDENTIAL” before a determination by the court from which  
17               the subpoena or order issued, unless the Party has obtained the Designating Party’s  
18               permission. The Designating Party shall bear the burden and expense of seeking  
19               protection in that court of its confidential material and nothing in these provisions  
20               should be construed as authorizing or encouraging a Receiving Party in this Action  
21               to disobey a lawful directive from another court.

22       9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
23                   PRODUCED IN THIS LITIGATION

24               (a) The terms of this Order are applicable to information produced by a Non-  
25               Party in this Action and designated as “CONFIDENTIAL.” Such information  
26               produced by Non-Parties in connection with this litigation is protected by the  
27               remedies and relief provided by this Order. Nothing in these provisions should be  
28               construed as prohibiting a Non-Party from seeking additional protections.

1                         (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

5                              (1) promptly notify in writing the Requesting Party and the Non-Party  
6 that some or all of the information requested is subject to a confidentiality  
7 agreement with a Non-Party;

8                              (2) promptly provide the Non-Party with a copy of the Stipulated  
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
10 specific description of the information requested; and

11                              (3) make the information requested available for inspection by the  
12 Non-Party, if requested.

13                              (c) If the Non-Party fails to seek a protective order from this court within 14  
14 days of receiving the notice and accompanying information, the Receiving Party  
15 may produce the Non-Party's confidential information responsive to the discovery  
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Non-Party before a determination by the court.  
19 Absent a court order to the contrary, the Non-Party shall bear the burden and  
20 expense of seeking protection in this court of its Protected Material.

21 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22                              If a Receiving Party learns that, by inadvertence or otherwise, it has  
23 disclosed Protected Material to any person or in any circumstance not authorized  
24 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
25 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
26 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
27 the person or persons to whom unauthorized disclosures were made of all the terms  
28 of this Order, and (d) request such person or persons to execute the

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
2 A.

3 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other  
7 protection, the obligations of the Receiving Parties are those set forth in Federal  
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order that provides for  
10 production without prior privilege review. Pursuant to Federal Rule of Evidence  
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
12 of a communication or information covered by the attorney-client privilege or work  
13 product protection, the parties may incorporate their agreement in the stipulated  
14 protective order submitted to the court.

15 12. **MISCELLANEOUS**

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
17 any person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in  
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
22 any ground to use in evidence of any of the material covered by this Protective  
23 Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
26 may only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party's request to file Protected Material  
28

1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 **13. FINAL DISPOSITION**

4 After the final disposition of this Action, as defined in Section 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must  
6 return all Protected Material to the Producing Party or destroy such material. As  
7 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
8 compilations, summaries, and any other format reproducing or capturing any of the  
9 Protected Material. Whether the Protected Material is returned or destroyed, the  
10 Receiving Party must submit a written certification to the Producing Party (and, if  
11 not the same person or entity, to the Designating Party) by the 60 day deadline that  
12 (1) identifies (by category, where appropriate) all the Protected Material that was  
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
14 copies, abstracts, compilations, summaries or any other format reproducing or  
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
18 and trial exhibits, expert reports, attorney work product, and consultant and expert  
19 work product, even if such materials contain Protected Material. Any such archival  
20 copies that contain or constitute Protected Material remain subject to this Protective  
21 Order as set forth in Section 4 (DURATION).

22  
23 **FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS**  
24 **SO ORDERED.**

25  
26 Dated: June 16, 2023



27  
28 Honorable Pedro V. Castillo  
United States Magistrate Judge

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_, of \_\_\_\_\_,  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_ in the case of *John Parish v.*  
*California Highway Patrol, et al.*, Case No.: 2:23-cv-01200-MWF (PVCx). I  
agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply  
could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

22 Date: \_\_\_\_\_

24 | City and State where sworn and signed:

26 Printed name:

28      || Signature: